

EXHIBIT F

GOTHAM TECHNOLOGY GROUP, LLC
5 Paragon Drive, Suite 103
Montvale, New Jersey 07645

March 13, 2023

Bed Bath & Beyond Inc.
650 Liberty Avenue
Union, New Jersey 07083
Attn: Richard P. McGuire, Esq.
Assistant General Counsel, Intellectual Property
e-mail: Richard.McGuire@bedbath.com

Re: Agreement Regarding Invoice GTGQ27250

This letter (this "Letter Agreement") will confirm the agreement between Bed Bath & Beyond Inc. ("BB&B") and Gotham Technology Group, LLC ("Gotham") as follows, intending to be legally bound:

1. Certain Acknowledgments and Agreements. BB&B hereby acknowledges and agrees that:

- a. Gotham is a vendor critical to BB&B's operations.
- b. Assuring the continuity of the support services and license rights related to Gotham is essential to preserving BB&B's business operations and maximizing value of its business.
- c. BB&B has received Gotham's Invoice GTGQ27250, dated August 27, 2022 (the "Invoice"), for the one year period commencing August 27, 2022 (the "Applicable Contract Period").
- d. Gotham's agreement to accept new payment terms relating to the Invoice for the Applicable Contract Period provides new value and valuable consideration to BB&B.
- e. All payments on the Invoice made after the date hereof will constitute substantially contemporaneous exchanges for new value.

2. Payment Terms.

- a. The amount due on the Invoice for the first six months of the Applicable Contract Period is hereby renegotiated to be \$400,000.00, which shall be payable by BB&B on March 17, 2023.

b. The amount due on the Invoice for the second six months of the Applicable Contract Period is hereby renegotiated to be \$600,000.00, which shall be payable by BB&B in four installments of \$150,000.00 each on March 24, 2023, March 31, 2023, April 7, 2023, and April 14, 2023.

c. For the avoidance of doubt, late fees of 1-1/2% per month pursuant to the Invoice for the period through the date of this Letter Agreement that would be in excess of the amounts called for by clauses (a) and (b) above are included in the total of \$1,000,000.00 payable by BB&B to Gotham under such clauses (a) and (b).

d. Late fees of 1-1/2% per month shall be due immediately on any of the payments called for by this Section 2 made late, commencing on the date such payment is due pursuant to this Section 2.

e. In order to implement the agreed resolution of the payments on the Invoice, from an operational standpoint Gotham will issue five new invoices, each dated March 13, 2023. These five new invoices will refer to the Invoice number and will state the agreed due date for the payment of that particular new invoice as "Special Terms". Upon receipt of the final payment for these five invoices, BB&B will be released from any responsibility for the original Invoice.

3. Remedies. BB&B hereby acknowledges and agrees that, if BB&B fails to timely make any payment, Gotham shall have the right to (i) demand immediate payment of all future installments, (ii) suspend performance under the End User Agreement/Maintenance Agreement entered into between BB&B and Palo Alto Networks, and (iii) immediately terminate BB&B's license. BB&B hereby further acknowledges and agrees that each of the foregoing remedies is in addition to and not in limitation of any of Gotham's or Palo Alto Networks' other rights and remedies under the existing agreements.

4. No Other Changes. All other terms and conditions of the Invoice and related agreements shall remain in full force and effect.

5. Entire Agreement. This Letter Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between BB&B and Gotham and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. The making, execution and delivery of this Letter Agreement have been induced by no representations, statements, warranties, or agreements, and neither party has relied on any of same, other than those expressly set forth in this Letter Agreement.

6. Modification. This Letter Agreement may not be amended or modified orally or by conduct occurring before or after its execution. All amendments and modifications must be in writing, signed by BB&B and Gotham.

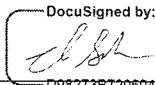
7. Construction and Interpretation. This Letter Agreement is a product of negotiation between BB&B and Gotham and is not to be interpreted more strongly in favor of one or the other in any later interpretation or enforcement by reason of authorship or for any other reason. Any reference herein to "including" shall be deemed to be followed by "but not limited to".

8. Governing Law. This Letter Agreement and, to the fullest extent permitted by applicable law, all matters arising out of or relating in any way to this Letter Agreement, shall be governed by and construed in accordance with, the law (both substantive and procedural) of the State of New Jersey without giving effect to the conflict of laws provisions thereof.

Please indicate your acceptance of and agreement to the foregoing by signing this letter below and returning an electronic copy by March 16, 2023. Until and unless accepted, this offer is made for settlement purposes only and is without prejudice to any claims or remedies Gotham may have in connection with this matter, all of which are expressly reserved.

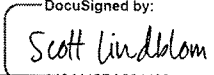
Very truly yours,

GOTHAM TECHNOLOGY GROUP, LLC

DocuSigned by:
By: 
Name: Ira Silverman
Title: CEO

Accepted and agreed as of March 13, 2023:

BED BATH & BEYOND INC.

DocuSigned by:
By: 
Name: Scott Lindblom
Title: SVP and CTO

DocuSign

Certificate Of Completion

Envelope Id: 9042BC2EAC254DE28873405B3F03D237

Status: Completed

Subject: Complete with DocuSign: Gotham BB&B Letter Agreement - Excution.pdf

Source Envelope:

Document Pages: 3

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Richard McGuire

AutoNav: Enabled

650 Liberty Ave

Envelopeld Stamping: Enabled

Union, NJ 07083

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Richard.McGuire@bedbath.com

IP Address: 65.196.53.93

Record Tracking

Status: Original

Holder: Richard McGuire

Location: DocuSign

3/14/2023 12:31:37 PM

Richard.McGuire@bedbath.com

Signer Events

Richard McGuire

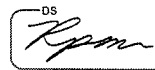
richard.mcguire@bedbath.com

Assistant General Counsel, Intellectual Property

Bed Bath & Beyond Inc.

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Uploaded Signature Image
Using IP Address: 65.196.53.93

Timestamp

Sent: 3/14/2023 12:38:07 PM

Viewed: 3/14/2023 12:38:30 PM

Signed: 3/14/2023 12:38:36 PM

Electronic Record and Signature Disclosure:

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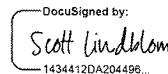
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Scott Lindblom

scott.lindblom@bedbath.com

SVP and CTO

Security Level: Email, Account Authentication
(None)


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Viewed: 3/14/2023 12:42:36 PM

Signed: 3/14/2023 12:42:44 PM

Electronic Record and Signature Disclosure:

Accepted: 2/12/2021 1:35:18 PM

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Hank Massey

hmassey@daypitney.com

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(None)


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HAM

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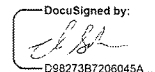
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Ira Silverman

ISilverman@gothamtg.com

CEO

Security Level: Email, Account Authentication
(None)


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Signature Adoption: Drawn on Device
Using IP Address: 67.84.64.37
Signed using mobile

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Viewed: 3/14/2023 2:54:34 PM

Signed: 3/14/2023 2:55:19 PM

Electronic Record and Signature Disclosure:

Accepted: 3/14/2023 2:54:34 PM

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Tracey Motley Tracey.Motley@bedbath.com Senior Director, Vendor Contracts Bed Bath & Beyond Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/14/2023 2:55:20 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/14/2023 12:38:07 PM
Certified Delivered	Security Checked	3/14/2023 2:54:34 PM
Signing Complete	Security Checked	3/14/2023 2:55:19 PM
Completed	Security Checked	3/14/2023 2:55:20 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Bed Bath & Beyond Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Bed Bath & Beyond Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marie.celestin@bedbath.com

To advise Bed Bath & Beyond Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at marie.celestin@bedbath.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Bed Bath & Beyond Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to marie.celestin@bedbath.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Bed Bath & Beyond Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to marie.celestin@bedbath.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Bed Bath & Beyond Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Bed Bath & Beyond Inc. during the course of my relationship with you.